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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 OLOF KYROS GUSTAFSSON,  
aka "Sir Olof Gustafsson,"  
16 aka "El Silencio,"

17 Defendant.

No. 2:23-CR-00576-FLA

PLEA AGREEMENT FOR DEFENDANT OLOF  
KYROS GUSTAFSSON

18  
19 1. This constitutes the plea agreement between OLOF KYROS  
20 GUSTAFSSON, also known as "Sir Olof Gustafsson," and "El Silencio,"  
21 ("defendant") and the United States Attorney's Office for the Central  
22 District of California (the "USAO") in the above-captioned case.  
23 This agreement is limited to the USAO and cannot bind any other  
24 federal, state, local, or foreign prosecuting, enforcement,  
25 administrative, or regulatory authority.

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:  
28

1           a. At the earliest opportunity requested by the USAO and  
2 provided by the Court, appear and plead guilty to Counts One, Two,  
3 Eleven, Fourteen, Fifteen, and Fifty-Six of the indictment in United  
4 States v. Olof Kyros Gustafsson, CR No. 23-00576-FLA, which charge  
5 defendant with Conspiracy to Commit Wire Fraud and Mail Fraud, in  
6 violation of 18 U.S.C. § 1349; Wire Fraud, in violation of 18 U.S.C.  
7 § 1343; Mail Fraud, in violation of 18 U.S.C. § 1341; Conspiracy to  
8 Commit Money Laundering, in violation of 18 U.S.C. § 1956(h);  
9 Concealment Money Laundering, in violation of 18 U.S.C.  
10 § 1956(a)(1)(B)(i); and International Concealment Money Laundering,  
11 in violation 18 U.S.C. § 1957(a)(2)(B)(i).

12           b. Not contest facts agreed to in this agreement.

13           c. Abide by all agreements regarding sentencing contained  
14 in this agreement.

15           d. Appear for all court appearances, surrender as ordered  
16 for service of sentence, obey all conditions of any bond, and obey  
17 any other ongoing court order in this matter.

18           e. Not commit any crime; however, offenses that would be  
19 excluded for sentencing purposes under United States Sentencing  
20 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
21 within the scope of this agreement.

22           f. Be truthful at all times with the United States  
23 Probation and Pretrial Services Office and the Court.

24           g. Pay the applicable special assessments at or before  
25 the time of sentencing unless defendant has demonstrated a lack of  
26 ability to pay such assessments.

27           h. At or before the time of sentencing, make a  
28 prejudgment payment by delivering a certified check or money order to

1 the Fiscal Clerk of the Court in the amount of \$25,000 to be applied  
2 to satisfy defendant's anticipated criminal debt. Payments may be  
3 made to the Clerk, United States District Court, Fiscal Department,  
4 255 East Temple Street, Room 1178, Los Angeles, California 90012.

5 i. Defendant agrees that any and all criminal debt  
6 ordered by the Court will be due in full and immediately. The  
7 government is not precluded from pursuing, in excess of any payment  
8 schedule set by the Court, any and all available remedies by which to  
9 satisfy defendant's payment of the full financial obligation,  
10 including referral to the Treasury Offset Program.

11 j. Complete the Financial Disclosure Statement on a form  
12 provided by the USAO and, within 30 days of defendant's entry of a  
13 guilty plea, deliver the signed and dated statement, along with all  
14 of the documents requested therein, to the USAO by either email at  
15 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial  
16 Litigation Section at 312 North Spring Street, 11th Floor, Los  
17 Angeles, CA 90012. Defendant agrees that defendant's ability to pay  
18 criminal debt shall be assessed based on the completed Financial  
19 Disclosure Statement and all required supporting documents, as well  
20 as other relevant information relating to ability to pay.

21 k. Authorize the USAO to obtain a credit report upon  
22 returning a signed copy of this plea agreement.

23 l. Consent to the USAO inspecting and copying all of  
24 defendant's financial documents and financial information held by the  
25 United States Probation and Pretrial Services Office.

26 3. Defendant further agrees:

27 a. To forfeit all right, title, and interest in and to  
28 any and all monies, properties, and/or assets of any kind, derived

1 from or acquired as a result of, used to facilitate the commission  
2 of, or involved in the illegal activity to which defendant is  
3 pleading guilty, specifically including, but not limited to, the  
4 following:

5 i. \$396,956 on deposit in Klarna Bank, A.B. account  
6 number K688028 (the "Forfeitable Property").

7 b. To the Court's entry of an order of forfeiture at or  
8 before sentencing with respect to the Forfeitable Property and to the  
9 forfeiture of the property.

10 c. To take whatever steps are necessary to pass to the  
11 United States clear title to the Forfeitable Property, including,  
12 without limitation, the execution of a consent decree of forfeiture  
13 and the completing of any other legal documents required for the  
14 transfer of title to the United States.

15 d. Not to contest any administrative forfeiture  
16 proceedings or civil judicial proceedings commenced against the  
17 Forfeitable Property. If defendant submitted a claim and/or petition  
18 for remission for all or part of the Forfeitable Property on behalf  
19 of himself or any other individual or entity, defendant shall and  
20 hereby does withdraw any such claims or petitions, and further agrees  
21 to waive any right he may have to seek remission or mitigation of the  
22 forfeiture of the Forfeitable Property. Defendant further waives any  
23 and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

24 e. Not to assist any other individual in any effort  
25 falsely to contest the forfeiture of the Forfeitable Property.

26 f. Not to claim that reasonable cause to seize the  
27 Forfeitable Property was lacking.

1           g. To prevent the transfer, sale, destruction, or loss of  
2 the Forfeitable Property to the extent defendant has the ability to  
3 do so.

4           h. To fill out and deliver to the USAO a completed  
5 financial statement listing defendant's assets on a form provided by  
6 the USAO.

7           i. That forfeiture of the Forfeitable Property shall not  
8 be counted toward satisfaction of any special assessment, fine,  
9 restitution, costs, or other penalty the Court may impose.

10           j. That the Preliminary Order of Forfeiture shall become  
11 final as to the defendant upon entry.

12           k. With respect to any criminal forfeiture ordered as a  
13 result of this plea agreement, defendant waives: (1) the requirements  
14 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding  
15 notice of the forfeiture in the charging instrument, announcements of  
16 the forfeiture sentencing, and incorporation of the forfeiture in the  
17 judgment; (2) all constitutional and statutory challenges to the  
18 forfeiture (including by direct appeal, habeas corpus or any other  
19 means); and (3) all constitutional, legal, and equitable defenses to  
20 the forfeiture of the Forfeitable Property in any proceeding on any  
21 grounds including, without limitation, that the forfeiture  
22 constitutes an excessive fine or punishment. Defendant acknowledges  
23 that forfeiture of the Forfeitable Property is part of the sentence  
24 that may be imposed in this case and waives any failure by the Court  
25 to advise defendant of this, pursuant to Federal Rule of Criminal  
26 Procedure 11(b)(1)(J), at the time the Court accepts defendant's  
27 guilty plea.

28           4. Defendant further agrees to:

a. Fully waive and agree to final and permanent revocation of his Lawful Permanent Resident status, or any other immigration status in the United States, including taking any necessary affirmative steps for full and permanent revocation of his legal status to be present in the United States.

b. Defendant acknowledges that he is currently subject to a criminal investigation and forthcoming arrest warrant from France for alleged criminal conduct that is separate and unrelated to the conduct for which defendant is pleading guilty in the above-captioned matter. In the event France requests the United States to extradite defendant for prosecution on said alleged conduct in compliance with the terms of the U.S.-France Extradition Treaty, defendant agrees to fully waive and agree to extradition to France in response to such a request.

## THE USAO'S OBLIGATIONS

5. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed. Defendant further agrees that he may be treated as if he had been convicted of the dismissed charges for purposes of U.S.S.G. § 1B1.2(c), regardless of whether the factual basis below would be sufficient to satisfy all

1 elements of each charge. Defendant waives the right to challenge the  
2 sufficiency of the factual basis as to any element of any dismissed  
3 charge.

4 d. At the time of sentencing, provided that defendant  
5 demonstrates an acceptance of responsibility for the offenses up to  
6 and including the time of sentencing, recommend a two-level reduction  
7 in the applicable Sentencing Guidelines offense level, pursuant to  
8 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
9 additional one-level reduction if available under that section.

10 e. At the time of sentencing, provided that defendant has  
11 complied fully and completely with the obligations and conditions  
12 imposed in paragraphs 2-4 above, the government will recommend that  
13 defendant be sentenced to a term of imprisonment no higher than 33  
14 months. The parties also agree that the government may respond to a  
15 request by defendant for a sentence below the government's  
16 recommendation.

17 NATURE OF THE OFFENSES

18 6. Defendant understands that for defendant to be guilty of  
19 the crime charged in Count One, that is, conspiracy to commit wire or  
20 mail fraud, in violation of Title 18, United States Code, Section  
21 1349, the following must be true: 1) There was an agreement between  
22 two or more persons to commit wire or mail fraud; and 2) Defendant  
23 joined in the agreement knowing of its purpose and intending to help  
24 accomplish that purpose.

25 7. Defendant understands that for defendant to be guilty of  
26 the crime charged in Count Two, that is, wire fraud, in violation of  
27 Title 18, United States Code, Section 1343, the following must be  
28 true: (1) Defendant knowingly devised or participated in a scheme or

1 plan to defraud for the purpose of obtaining money or property by  
2 means of false or fraudulent pretenses, representations, promises, or  
3 omitted facts. Deceitful statements or half-truths may constitute  
4 false or fraudulent representations; (2) The statements made or facts  
5 omitted as part of the scheme were material; that is, they had a  
6 natural tendency to influence, or were capable of influencing, a  
7 person to part with money or property; (3) Defendant acted with the  
8 intent to defraud, that is, the intent to deceive and cheat; and (4)  
9 Defendant used, or caused to be used, an interstate wire  
10 communication to carry out or attempt to carry out an essential part  
11 of the scheme.

12 8. Defendant understands that for defendant to be guilty of  
13 the crime charged in Count Eleven, that is, mail fraud, in violation  
14 of Title 18, United States Code, Section 1341, the following must be  
15 true: (1) Defendant knowingly devised or participated in a scheme or  
16 plan to defraud for the purpose of obtaining money or property by  
17 means of false or fraudulent pretenses, representations, promises, or  
18 omitted facts. Deceitful statements of half-truths may constitute  
19 false or fraudulent representations; (2) The statements made or facts  
20 omitted as part of the scheme were material; that is, they had a  
21 natural tendency to influence, or were capable of influencing, a  
22 person to part with money or property; (3) Defendant acted with the  
23 intent to defraud; that is, the intent to deceive and cheat; and (4)  
24 Defendant used, or caused to be used, the mails to carry out or  
25 attempt to carry out an essential part of the scheme.

26 9. Defendant understands that for defendant to be guilty of  
27 the crime charged in Count Fourteen, that is conspiracy to commit  
28 money laundering, in violation of Title 18, United States Code,



1 Section 1956(h), the following must be true: (1) There was an  
2 agreement between two or more people to commit money laundering; and  
3 (2) Defendant joined in the agreement knowing of its purpose and  
4 intending to help accomplish that purpose. The money laundering  
5 objects of the conspiracy, in turn, have the following elements:

6           a. Concealment money laundering, in violation of Title  
7 18, United States Code, Section 1956(a)(1)(B)(i), has the following  
8 elements: (1) An individual conducted a financial transaction  
9 involving property that represented the proceeds of wire or mail  
10 fraud; (2) The individual knew that the property represented the  
11 proceeds of some form of unlawful activity; and (3) The individual  
12 knew that the transaction was designed in whole or in part to conceal  
13 or disguise the nature, location, source, ownership, or control of  
14 the proceeds. A financial transaction is a transaction involving the  
15 movement of funds by wire or other means, one or more monetary  
16 instruments, or the use of a financial institution that is engaged  
17 in, or the activities of which affect interstate or foreign commerce  
18 in any way. The phrase "knew that the property represented the  
19 proceeds of some form of unlawful activity" means that the individual  
20 knew that the property involved in the transaction represented  
21 proceeds from some form, though not necessarily which form, of  
22 activity that constitutes a felony.

23           b. International concealment money laundering, in  
24 violation of Title 18, United States Code, Section 1956(a)(2)(B)(i),  
25 has the following elements: (1) An individual transmitted money from  
26 a place inside the United States to or through a place outside the  
27 United States; (2) The individual knew that the money represented the  
28 proceeds of some form of unlawful activity; and (3) The individual

1 knew that the transaction was designed in whole or in part to conceal  
2 or disguise the nature, location, source, ownership, or control of  
3 the proceeds.

4 c. Transactional money laundering, in violation of Title  
5 18, United States Code, Section 1957, has the following elements:

6 (1) An individual knowingly engaged or attempted to engage in a  
7 monetary transaction; (2) The individual knew that the monetary  
8 transaction involved criminally derived property; (3) The property  
9 had a value greater than \$10,000; (4) The property was, in fact,  
10 derived from wire or mail fraud; and (5) The transaction occurred in  
11 the United States.

12 10. Defendant understands that for defendant to be guilty of  
13 the crime charged in Count Fifteen, that is, concealment money  
14 laundering, in violation of Title 18, United States Code, Section  
15 1956(a)(1)(B)(i), the following must be true: (1) Defendant conducted  
16 a financial transaction involving property that represented the  
17 proceeds of wire or mail fraud; (2) Defendant knew that the property  
18 represented the proceeds of some form of unlawful activity; and (3)  
19 Defendant knew that the transaction was designed in whole or in part  
20 to conceal or disguise the nature, location, source, ownership, or  
21 control of the proceeds. A financial transaction is a transaction  
22 involving the movement of funds by wire or other means, one or more  
23 monetary instruments, or the use of a financial institution that is  
24 engaged in, or the activities of which affect interstate or foreign  
25 commerce in any way. The phrase "knew that the property represented  
26 the proceeds of some form of unlawful activity" means that the  
27 individual knew that the property involved in the transaction  
28

1 represented proceeds from some form, though not necessarily which  
2 form, of activity that constitutes a felony.

3 11. Defendant understands that for defendant to be guilty of  
4 the crime charged in Count Fifty-Six, that is, international  
5 concealment money laundering, in violation of Title 18, United States  
6 Code, Section 1956(a)(2)(B)(i), the following must be true: (1)  
7 Defendant transmitted money from a place inside the United States to  
8 or through a place outside the United States; (2) Defendant knew that  
9 the money represented the proceeds of some form of unlawful activity;  
10 and (3) Defendant knew that the transaction was designed in whole or  
11 in part to conceal or disguise the nature, location, source,  
12 ownership, or control of the proceeds.

13 PENALTIES AND RESTITUTION

14 12. Defendant understands that the statutory maximum sentence  
15 that the Court can impose for each violation of Title 18, United  
16 States Code, Sections 1349, 1343, and 1341 is: 20 years imprisonment;  
17 a 3-year period of supervised release; a fine of \$250,000 or twice  
18 the gross gain or gross loss resulting from the offense, whichever is  
19 greatest; and a mandatory special assessment of \$100.

20 13. Defendant understands that the statutory maximum sentence  
21 that the Court can impose for each violation of Title 18, United  
22 States Code, Sections 1956(h), 1956(a)(1)(B)(i), and 1956(a)(2)(B)(i)  
23 is: 20 years imprisonment; a 3-year period of supervised release; a  
24 fine of \$500,000 or twice the gross gain or gross loss resulting from  
25 the offense, whichever is greatest; and a mandatory special  
26 assessment of \$100.

27 14. Defendant understands, therefore, that the total maximum  
28 sentence for all offenses to which defendant is pleading guilty is:

1 120 years imprisonment; a 3-year period of supervised release; a fine  
2 of \$2,250,000 or twice the gross gain or gross loss resulting from  
3 the offenses, whichever is greatest; and a mandatory special  
4 assessment of \$600.

5 15. Defendant understands that defendant will be required to  
6 pay full restitution to the victim(s) of the offenses to which  
7 defendant is pleading guilty. Defendant agrees that, in return for  
8 the USAO's compliance with its obligations under this agreement, the  
9 Court may order restitution to persons other than the victim(s) of  
10 the offenses to which defendant is pleading guilty and in amounts  
11 greater than those alleged in the counts to which defendant is  
12 pleading guilty. In particular, defendant agrees that the Court may  
13 order restitution to any victim of any of the following for any  
14 losses suffered by that victim as a result: (a) any relevant conduct,  
15 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to  
16 which defendant is pleading guilty; and (b) any counts dismissed  
17 pursuant to this agreement as well as all relevant conduct, as  
18 defined in U.S.S.G. § 1B1.3, in connection with those counts. The  
19 parties currently believe that the applicable amount of restitution  
20 is approximately \$1,300,193.41, but recognize and agree that this  
21 amount could change based on facts that come to the attention of the  
22 parties prior to sentencing.

23 16. Defendant understands that supervised release is a period  
24 of time following imprisonment during which defendant will be subject  
25 to various restrictions and requirements. Defendant understands that  
26 if defendant violates one or more of the conditions of any supervised  
27 release imposed, defendant may be returned to prison for all or part  
28 of the term of supervised release authorized by statute for the

1 offense that resulted in the term of supervised release, which could  
2 result in defendant serving a total term of imprisonment greater than  
3 the statutory maximum stated above.

4 17. Defendant understands that, by pleading guilty, defendant  
5 may be giving up valuable government benefits and valuable civic  
6 rights, such as the right to vote, the right to possess a firearm,  
7 the right to hold office, and the right to serve on a jury.

8 Defendant understands that he is pleading guilty to a felony and that  
9 it is a federal crime for a convicted felon to possess a firearm or  
10 ammunition. Defendant understands that the convictions in this case  
11 may also subject defendant to various other collateral consequences,  
12 including but not limited to revocation of probation, parole, or  
13 supervised release in another case and suspension or revocation of a  
14 professional license. Defendant understands that unanticipated  
15 collateral consequences will not serve as grounds to withdraw  
16 defendant's guilty pleas.

17 18. Defendant and his counsel have discussed the fact that, and  
18 defendant understands that, if defendant is not a United States  
19 citizen, the convictions in this case makes it practically inevitable  
20 and a virtual certainty that defendant will be removed or deported  
21 from the United States. Defendant may also be denied United States  
22 citizenship and admission to the United States in the future.

23 Defendant understands that while there may be arguments that  
24 defendant can raise in immigration proceedings to avoid or delay  
25 removal, removal is presumptively mandatory and a virtual certainty  
26 in this case. Defendant further understands that removal and  
27 immigration consequences are the subject of a separate proceeding and  
28 that no one, including his attorney or the Court, can predict to an

1 absolute certainty the effect of his convictions on his immigration  
2 status. As noted above in paragraph 4(a) above, by virtue of this  
3 agreement, defendant has agreed to fully waive, and agree to final  
4 and permanent revocation of, his Lawful Permanent Resident status or  
5 any other immigration status in the United States, including taking  
6 any necessary affirmative steps for full and permanent revocation of  
7 his legal status to be present in the United States, the result of  
8 which will be that defendant will have no legal status in, and will  
9 be removed from, the United States. Defendant nevertheless affirms  
10 that he wants to plead guilty regardless of any immigration  
11 consequences that his pleas may entail, even if the consequence is  
12 automatic removal from the United States.

13 FACTUAL BASIS

14 19. Defendant admits that defendant is, in fact, guilty of the  
15 offenses to which defendant is agreeing to plead guilty. Defendant  
16 and the USAO agree to the statement of facts provided below and agree  
17 that this statement of facts is sufficient to support pleas of guilty  
18 to the charges described in this agreement and to establish the  
19 Sentencing Guidelines factors set forth in paragraph 21 below but is  
20 not meant to be a complete recitation of all facts relevant to the  
21 underlying criminal conduct or all facts known to either party that  
22 relate to that conduct.

23 Escobar, Inc. was a corporation registered in the Commonwealth  
24 of Puerto Rico. Escobar, Inc. held successor in interest rights to  
25 the persona and legacy of Pablo Escobar, the deceased Colombian  
26 narcoterrorist and head of the Medellin Cartel. Escobar, Inc. used  
27 the likeness and persona of Pablo Escobar to market and sell  
28

1 purported consumer products to the public. Defendant was the Chief  
2 Executive Officer of Escobar, Inc.

3 Wire and Mail Fraud Conspiracy and Scheme

4 Beginning on a date unknown, but no later than in or around July  
5 2019, and continuing through on or about November 21, 2023, in Los  
6 Angeles, Orange, Riverside, and San Bernardino Counties, within the  
7 Central District of California, and elsewhere, including the  
8 countries of Sweden, the United Arab Emirates, Estonia, and Spain,  
9 defendant conspired with others, and devised and executed a scheme,  
10 to commit wire fraud, in violation of Title 18, United States Code,  
11 Section 1343, and mail fraud, in violation of Title 18, United States  
12 Code, Section 1341.

13 As part of the conspiracy and scheme to commit wire and mail  
14 fraud, defendant and his co-conspirators would identify existing  
15 products in the marketplace that were being manufactured and sold to  
16 the public. Defendant would then use the Escobar persona to market  
17 and advertise similar and competing products purportedly being sold  
18 by Escobar, Inc., including advertising the competing Escobar, Inc.  
19 products at a price substantially lower than the existing products,  
20 targeting victims residing in the Central District of California as  
21 well as throughout the United States and the world.

22 Defendant and his co-conspirators would communicate with  
23 purported Escobar, Inc. customers, located in the Central District of  
24 California and elsewhere, including by using email in interstate and  
25 foreign commerce, and would receive payments from customers for  
26 purported Escobar, Inc. products, including payments through payment  
27 processors such as PayPal, Klarna, CC Bill, Stripe, Coinbase, and  
28 Coinpayments, among others, as well as through mailed and deposited

1 checks and direct bank wire transfers made by customers, including  
2 through Fedwire, Swift, and other transfers in interstate and foreign  
3 commerce. These payments from purported customers were made to  
4 various accounts owned and operated by defendant and his co-  
5 conspirators, both in the United States and abroad.

6 In actuality, however, despite receiving payments from customers  
7 who intended to purchase Escobar, Inc. products, defendant and his  
8 co-conspirators did not deliver the Escobar, Inc. products to paying  
9 customers, as those products did not exist.

10 Defendant and his co-conspirators would then transfer and  
11 launder the funds paid by customers through various bank accounts,  
12 including accounts in the Central District of California and  
13 elsewhere in the United States and abroad, ultimately to accounts  
14 owned by defendant, his family members, and others, who would then  
15 use the funds for their own personal use.

16 Examples of purported Escobar, Inc. products that were marketed  
17 and sold, but were not delivered to customers, included the  
18 following:

19 Escobar Flamethrower

20 In or around July 2019, defendant began advertising the Escobar  
21 Flamethrower for sale to customers. The Escobar Flamethrower was  
22 modeled after the "Not a Flamethrower" marketed and sold by The  
23 Boring Company for \$500. Defendant and his co-conspirators marketed  
24 the purported Escobar Flamethrower for sale for \$249. Defendant and  
25 his co-conspirators sold and accepted payment from customers for the  
26 Escobar Flamethrower, but the Escobar Flamethrowers were not  
27 delivered to paying customers.



1       Escobar Fold Phone

2       In or around December 2019, defendant began advertising the  
3 Escobar Fold Phone for sale to customers. The Escobar Fold Phone was  
4 marketed as being designed in the United States, manufactured in Hong  
5 Kong, and available for sale for \$349 via the Escobar, Inc. website.  
6 Defendant and his co-conspirators accepted payment from customers for  
7 the Escobar Fold Phone, but the phones were not delivered to paying  
8 customers.

9       Escobar Fold 2 Phone

10       In or around February 2020, defendant began advertising the  
11 “upgraded” Escobar Fold 2 Phone for sale to customers. The Escobar  
12 Fold 2 Phone was marketed as a competitor to the Samsung Galaxy Fold  
13 phone, and was available for sale for \$400 via the Escobar, Inc.  
14 website. Defendant and his co-conspirators sold and accepted payment  
15 from customers for the Escobar Fold 2 Phone, but phones were not  
16 delivered to paying customers.

17       Escobar Gold 11 Pro Phone

18       In or around May 2020, defendant began advertising the Escobar  
19 Gold 11 Pro Phone. The Escobar Gold 11 Pro Phone was marketed as a  
20 refurbished Apple iPhone 11 Pro, plated in 24 karat gold, available  
21 for sale for \$500 via the Escobar, Inc. website. Defendant and his  
22 co-conspirators sold and accepted payment from customers for the  
23 Escobar Gold 11 Pro Phone, but phones were not delivered to paying  
24 customers.

25       Escobar Cash

26       In or around December 2021, defendant began advertising Escobar  
27 Cash, which was marketed as the world’s first “physical  
28 cryptocurrency,” which was available for sale in several

1 denominations at a U.S. dollar conversion rate of 1/1000th of U.S.  
2 dollar face value. Defendant and his co-conspirators sold and  
3 accepted payment from customers for Escobar Cash, but did not deliver  
4 the product to all paying customers.

5 In furtherance of the scheme, and to further defraud customers,  
6 defendant and his co-conspirators would send crudely-made samples of  
7 purported Escobar, Inc. products to online technology reviewers and  
8 social media influencers in order to attempt to increase demand among  
9 the public for the purported Escobar, Inc. products. For example,  
10 defendant sent Samsung Galaxy Fold Phones wrapped in gold foil and  
11 disguised as Escobar, Inc. phones to online technology reviewers to  
12 attempt to induce victims who watch the online reviews into paying  
13 for and purchasing the non-existent Escobar, Inc. products.

14 Also in furtherance of the scheme, rather than sending customers  
15 the products for which they paid, defendant and his co-conspirators  
16 would mail to customers a "Certificate of Ownership," or a book or  
17 other promotional materials for Escobar, Inc., so that there was  
18 record of a mailing from Escobar, Inc. to the customer. When a  
19 paying customer would attempt to obtain a refund when the product was  
20 never delivered, defendant and his co-conspirators would fraudulently  
21 refer a payment processor to the proof of mailing for the Certificate  
22 of Ownership or other mailed promotional materials as proof that the  
23 product itself was shipped and received by the customer, such that  
24 the refund requests would be denied. While some refunds were  
25 completed by payment processors, the vast majority were not due  
26 defendant's fraudulent representations.

27 Defendant and his co-conspirators operated the Escobar, Inc.  
28 scheme from outside the United States, and victimized hundreds of

1 purported customers both inside the United States and abroad using  
2 interstate wires and mailings, including a July 11, 2019 wire payment  
3 through PayPal of \$249 from victim D.R. from the Central District of  
4 California to an Escobar, Inc. PayPal account, as well as a July 13,  
5 2019 mailing of a "Certificate of Ownership" to victim D.R. within  
6 the Central District of California. The total intended loss amount  
7 for the conspiracy and schemes to defraud was at least \$1,300,193.41.

8 Money Laundering Conspiracy and Scheme

9 In addition to wire and mail fraud, defendant also conspired and  
10 engaged in money laundering to transfer and conceal the proceeds of  
11 the fraud schemes.

12 Beginning on a date unknown, but no later than in or around July  
13 2019, and continuing through on or about November 21, 2023, in Los  
14 Angeles, Orange, Riverside, and San Bernardino Counties, within the  
15 Central District of California, and elsewhere, including the  
16 countries of Sweden, the United Arab Emirates, and Spain, defendant  
17 conspired with others to knowingly and intentionally commit money  
18 laundering in violation of 18 U.S.C. §§ 1956(a)(1)(B)(i),  
19 (a)(2)(B)(i), and 1957.

20 As part of the money laundering conspiracy, defendant and his  
21 co-conspirators would cause bank accounts to be opened under their  
22 own names and names of entities they controlled to be used as funnel  
23 accounts, that is, bank accounts into which they would deposit and  
24 withdraw proceeds derived from wire fraud and mail fraud, so as to  
25 conceal and disguise the nature, location, source, ownership, and  
26 control of the proceeds.

27 Defendant and his co-conspirators would then transfer, deposit,  
28 or cause victims to deposit proceeds derived from the fraud schemes

1 into the funnel accounts, and then withdraw or transfer the  
2 fraudulently obtained funds from the funnel accounts, including  
3 through cash withdrawals, check cashing, writing checks, or  
4 transferring funds into further accounts under their control, in the  
5 United States and elsewhere around the world, including in Sweden and  
6 the United Arab Emirates, and ultimately making payments to  
7 themselves and family members for their own personal use.

8 Transactions in furtherance of the money laundering conspiracy  
9 included, but was not limited to: (1) a \$10,000 wire transfer on  
10 October 11, 2019 from a J.P. Morgan Chase Bank account ending in 4484  
11 to a Wells Fargo Bank account ending in 8975, (2) a \$9,950 wire  
12 transfer on October 11, 2019 from the Wells Fargo Bank account ending  
13 in 8975 to an Abu Dhabi Islamic Bank account ending in 2788 in the  
14 United Arab Emirates, and (3) a \$20,295 wire transfer on December 17,  
15 2019 from a Nordea Bank account ending in 3922 in Sweden to the Wells  
16 Fargo Bank account ending in 8975.

17 SENTENCING FACTORS

18 20. Defendant understands that in determining defendant's  
19 sentence the Court is required to calculate the applicable Sentencing  
20 Guidelines range and to consider that range, possible departures  
21 under the Sentencing Guidelines, and the other sentencing factors set  
22 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
23 Sentencing Guidelines are advisory only, that defendant cannot have  
24 any expectation of receiving a sentence within the calculated  
25 Sentencing Guidelines range, and that after considering the  
26 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
27 be free to exercise its discretion to impose any sentence it finds  
28

1 appropriate up to the maximum set by statute for the crimes of  
2 conviction.

3 21. Defendant and the USAO agree to the following applicable  
4 Sentencing Guidelines factors:

5 Base Offense Level:	7	[USSG § 2B1.1(a)(1)]
6 Loss > \$550,000	+14	[USSG § 2B1.1(b)(1)(I)]
7 10 or More Victims	+2	[USSG § 2B1.1(b)(2)(A)(i)]
8 Scheme Outside U.S.	+2	[USSG § 2B1.1(b)(10)]
9 § 1956 Conviction	+2	[USSG § 2S1.1(b)(2)(B)]
10 Zero-Point Offender	-2	[USSG § 4C1.1]

11  
12 Defendant and the USAO reserve the right to argue that additional  
13 specific offense characteristics, adjustments, and departures under  
14 the Sentencing Guidelines are appropriate. Defendant understands  
15 that defendant's offense level could be increased if defendant is a  
16 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's  
17 offense level is so altered, defendant and the USAO will not be bound  
18 by the agreement to Sentencing Guideline factors set forth above.

19 22. Defendant understands that there is no agreement as to  
20 defendant's criminal history or criminal history category.

21 23. Defendant and the USAO reserve the right to argue for a  
22 sentence outside the sentencing range established by the Sentencing  
23 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
24 (a)(2), (a)(3), (a)(6), and (a)(7).

25 WAIVER OF CONSTITUTIONAL RIGHTS

26 24. Defendant understands that by pleading guilty, defendant  
27 gives up the following rights:

28 a. The right to persist in a plea of not guilty.

1           b.    The right to a speedy and public trial by jury.

2           c.    The right to be represented by counsel -- and if  
3 necessary have the Court appoint counsel -- at trial. Defendant  
4 understands, however, that, defendant retains the right to be  
5 represented by counsel -- and if necessary have the Court appoint  
6 counsel -- at every other stage of the proceeding.

7           d.    The right to be presumed innocent and to have the  
8 burden of proof placed on the government to prove defendant guilty  
9 beyond a reasonable doubt.

10          e.    The right to confront and cross-examine witnesses  
11 against defendant.

12          f.    The right to testify and to present evidence in  
13 opposition to the charges, including the right to compel the  
14 attendance of witnesses to testify.

15          g.    The right not to be compelled to testify, and, if  
16 defendant chose not to testify or present evidence, to have that  
17 choice not be used against defendant.

18          h.    Any and all rights to pursue any affirmative defenses,  
19 Fourth Amendment or Fifth Amendment claims, and other pretrial  
20 motions that have been filed or could be filed.

21          i.    Having been fully advised by defendant's attorney  
22 regarding the requirements of venue with respect to the offenses to  
23 which defendant is pleading guilty, to the extent the offenses to  
24 which defendant is pleading guilty were committed, begun, or  
25 completed outside the Central District of California, defendant  
26 knowingly, voluntarily, and intelligently waives, relinquishes, and  
27 gives up: (a) any right that defendant might have to be prosecuted  
28 only in the district where the offenses to which defendant is

1 pleading guilty were committed, begun, or completed; and (b) any  
2 defense, claim, or argument defendant could raise or assert based  
3 upon lack of venue with respect to the offenses to which defendant is  
4 pleading guilty.

5 WAIVER OF APPEAL OF CONVICTION

6 25. Defendant understands that, with the exception of an appeal  
7 based on a claim that defendant's guilty pleas were involuntary, by  
8 pleading guilty defendant is waiving and giving up any right to  
9 appeal defendant's convictions on the offenses to which defendant is  
10 pleading guilty. Defendant understands that this waiver includes,  
11 but is not limited to, arguments that the statutes to which defendant  
12 is pleading guilty are unconstitutional, and any and all claims that  
13 the statement of facts provided herein is insufficient to support  
14 defendant's pleas of guilty.

15 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND WAIVER OF COLLATERAL

16 ATTACK

17 26. Defendant agrees that, provided the Court imposes a term of  
18 imprisonment within or below the range corresponding to an offense  
19 level of 22 (after reductions for acceptance of responsibility) and  
20 the criminal history category calculated by the Court, defendant  
21 gives up the right to appeal all of the following: (a) the procedures  
22 and calculations used to determine and impose any portion of the  
23 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
24 fine imposed by the Court, provided it is within the statutory  
25 maximum; (d) to the extent permitted by law, the constitutionality or  
26 legality of defendant's sentence, provided it is within the statutory  
27 maximum; (e) the amount and terms of any restitution order, provided  
28 it requires payment of no more than \$1,300,193.41; (f) the term of

1 probation or supervised release imposed by the Court, provided it is  
2 within the statutory maximum; and (g) any of the following conditions  
3 of probation or supervised release imposed by the Court: the  
4 conditions set forth in Second Amended General Order 20-04 of this  
5 Court; the drug testing conditions mandated by 18 U.S.C.  
6 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions  
7 authorized by 18 U.S.C. § 3563(b)(7).

8       27. Defendant also gives up any right to bring a post-  
9 conviction collateral attack on the convictions or sentence,  
10 including any order of restitution, except a post-conviction  
11 collateral attack based on a claim of ineffective assistance of  
12 counsel, a claim of newly discovered evidence, or an explicitly  
13 retroactive change in the applicable Sentencing Guidelines,  
14 sentencing statutes, or statutes of conviction. Defendant  
15 understands that this waiver includes, but is not limited to,  
16 arguments that the statutes to which defendant is pleading guilty are  
17 unconstitutional, and any and all claims that the statement of facts  
18 provided herein is insufficient to support defendant's pleas of  
19 guilty.

20       28. The USAO agrees that, provided (a) all portions of the  
21 sentence are at or below the statutory maximum specified above and  
22 (b) the Court imposes a term of imprisonment of no less than 33  
23 months, the USAO gives up its right to appeal any portion of the  
24 sentence, with the exception that the USAO reserves the right to  
25 appeal the amount of restitution ordered if that amount is less than  
26 \$1,300,193.41.



WAIVER OF RIGHTS CONCERNING PLEA COLLOQUY AND FACTUAL BASIS

29. Defendant agrees that: (i) any statements made by defendant, under oath, at the guilty plea hearing; (ii) the agreed to factual basis statement in this agreement; and (iii) any evidence derived from such statements, shall be admissible against defendant in any action against defendant, and defendant waives and gives up any claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that the statements or any evidence derived from the statements should be suppressed or are inadmissible. Defendant further agrees that this paragraph of the agreement is severable. Thus, defendant's waivers are binding and effective even if, subsequent to defendant's signing this agreement, defendant declines to plead guilty, the Court declines to accept his guilty plea, or, if this agreement is of the type described in Federal Rule of Criminal Procedure 11(c)(1)(A) or (c)(1)(C), the Court rejects this agreement. Defendant also agrees that his waivers are binding and effective even if some other portion of this agreement is found to be invalid by this Court or the Ninth Circuit.

RESULT OF WITHDRAWAL OF GUILTY PLEA

30. Defendant agrees that if, after entering guilty pleas pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty pleas on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement; and (b) should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations

1 will be tolled between the date of defendant's signing of this  
2 agreement and the filing commencing any such action; and  
3 (ii) defendant waives and gives up all defenses based on the statute  
4 of limitations, any claim of pre-indictment delay, or any speedy  
5 trial claim with respect to any such action, except to the extent  
6 that such defenses existed as of the date of defendant's signing this  
7 agreement.

8 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

9 31. Defendant agrees that if any count of conviction is  
10 vacated, reversed, or set aside, the USAO may: (a) ask the Court to  
11 resentence defendant on any remaining counts of conviction, with both  
12 the USAO and defendant being released from any stipulations regarding  
13 sentencing contained in this agreement, (b) ask the Court to void the  
14 entire plea agreement and vacate defendant's guilty pleas on any  
15 remaining counts of conviction, with both the USAO and defendant  
16 being released from all their obligations under this agreement, or  
17 (c) leave defendant's remaining convictions, sentence, and plea  
18 agreement intact. Defendant agrees that the choice among these three  
19 options rests in the exclusive discretion of the USAO.

20 EFFECTIVE DATE OF AGREEMENT

21 32. This agreement is effective upon signature and execution of  
22 all required certifications by defendant, defendant's counsel, and an  
23 Assistant United States Attorney.

24 BREACH OF AGREEMENT

25 33. Defendant agrees that if defendant, at any time after the  
26 signature of this agreement and execution of all required  
27 certifications by defendant, defendant's counsel, and an Assistant  
28 United States Attorney, knowingly violates or fails to perform any of

1 defendant's obligations under this agreement ("a breach"), the USAO  
2 may declare this agreement breached. All of defendant's obligations  
3 are material, a single breach of this agreement is sufficient for the  
4 USAO to declare a breach, and defendant shall not be deemed to have  
5 cured a breach without the express agreement of the USAO in writing.  
6 If the USAO declares this agreement breached, and the Court finds  
7 such a breach to have occurred, then: (a) if defendant has previously  
8 entered guilty pleas pursuant to this agreement, defendant will not  
9 be able to withdraw the guilty pleas, and (b) the USAO will be  
10 relieved of all its obligations under this agreement.

11 34. Following the Court's finding of a knowing breach of this  
12 agreement by defendant, should the USAO choose to pursue any charge  
13 that was either dismissed or not filed as a result of this agreement,  
14 then:

15 a. Defendant agrees that any applicable statute of  
16 limitations is tolled between the date of defendant's signing of this  
17 agreement and the filing commencing any such action.

18 b. Defendant waives and gives up all defenses based on  
19 the statute of limitations, any claim of pre-indictment delay, or any  
20 speedy trial claim with respect to any such action, except to the  
21 extent that such defenses existed as of the date of defendant's  
22 signing this agreement.

23 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

24 OFFICE NOT PARTIES

25 35. Defendant understands that the Court and the United States  
26 Probation and Pretrial Services Office are not parties to this  
27 agreement and need not accept any of the USAO's sentencing  
28

1 recommendations or the parties' agreements to facts or sentencing  
2 factors.

3 36. Defendant understands that both defendant and the USAO are  
4 free to: (a) supplement the facts by supplying relevant information  
5 to the United States Probation and Pretrial Services Office and the  
6 Court, (b) correct any and all factual misstatements relating to the  
7 Court's Sentencing Guidelines calculations and determination of  
8 sentence, and (c) argue on appeal and collateral review that the  
9 Court's Sentencing Guidelines calculations and the sentence it  
10 chooses to impose are not error, although each party agrees to  
11 maintain its view that the calculations in paragraph 21 are  
12 consistent with the facts of this case. While this paragraph permits  
13 both the USAO and defendant to submit full and complete factual  
14 information to the United States Probation and Pretrial Services  
15 Office and the Court, even if that factual information may be viewed  
16 as inconsistent with the facts agreed to in this agreement, this  
17 paragraph does not affect defendant's and the USAO's obligations not  
18 to contest the facts agreed to in this agreement.

19 37. Defendant understands that even if the Court ignores any  
20 sentencing recommendation, finds facts or reaches conclusions  
21 different from those agreed to, and/or imposes any sentence up to the  
22 maximum established by statute, defendant cannot, for that reason,  
23 withdraw defendant's guilty pleas, and defendant will remain bound to  
24 fulfill all defendant's obligations under this agreement. Defendant  
25 understands that no one -- not the prosecutor, defendant's attorney,  
26 or the Court -- can make a binding prediction or promise regarding  
27 the sentence defendant will receive, except that it will be within  
28 the statutory maximum.

NO ADDITIONAL AGREEMENTS

38. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

39. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

BILAL A. ESSAYLI  
United States Attorney

*Joshua O. Mausner*  
JOSHUA O. MAUSNER  
Assistant United States Attorney

7/11/2025

Date

*Olof Kyros Gustafsson*  
OLOF KYROS GUSTAFSSON  
Defendant

7/11/2025  
Date

*Meghan Blanco*  
MEGHAN BLANCO  
Attorney for Defendant OLOF KYROS  
GUSTAFSSON

7/11/25  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms.

1 I have discussed the evidence with my attorney, and my attorney has  
2 advised me of my rights, of possible pretrial motions that might be  
3 filed, of possible defenses that might be asserted either prior to or  
4 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
5 of relevant Sentencing Guidelines provisions, and of the consequences  
6 of entering into this agreement. No promises, inducements, or  
7 representations of any kind have been made to me other than those  
8 contained in this agreement. No one has threatened or forced me in  
9 any way to enter into this agreement. I am satisfied with the  
10 representation of my attorney in this matter, and I am pleading  
11 guilty because I am guilty of the charges and wish to take advantage  
12 of the promises set forth in this agreement, and not for any other  
13 reason.

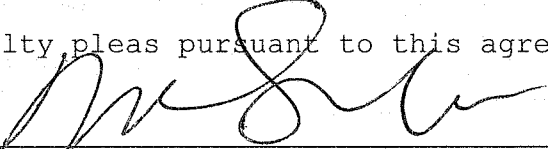
14   
15 OLOF KYROS GUSTAFSSON  
16 Defendant

11/7/2025  
Date

17  
18  
19 CERTIFICATION OF DEFENDANT'S ATTORNEY

20 I am OLOF KYROS GUSTAFSSON's attorney. I have carefully and  
21 thoroughly discussed every part of this agreement with my client.  
22 Further, I have fully advised my client of his rights, of possible  
23 pretrial motions that might be filed, of possible defenses that might  
24 be asserted either prior to or at trial, of the sentencing factors  
25 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
26 provisions, and of the consequences of entering into this agreement.  
27 To my knowledge: no promises, inducements, or representations of any  
28 kind have been made to my client other than those contained in this

1 agreement; no one has threatened or forced my client in any way to  
2 enter into this agreement; my client's decision to enter into this  
3 agreement is an informed and voluntary one; and the factual basis set  
4 forth in this agreement is sufficient to support my client's entry of  
5 guilty pleas pursuant to this agreement.

6   
7 MEGHAN BLANCO  
8 Attorney for Defendant OLOF KYROS  
9 GUSTAFSSON

7-11-25  
Date